

COUNTY OF YORK, VIRGINIA  
REQUEST FOR PROPOSALS

Issue Date: February 11, 2016

RFP #: 1983

Title: Medical Aspects of Adolescent Sleep Patterns

Classification Code: 94800

Issuing Agency:

County of York, Virginia  
Central Purchasing  
P.O. Box 532  
120 Alexander Hamilton Blvd.  
Yorktown, Virginia 23690

Using Agency And/Or Location  
Where Work Will Be Performed:

County School Board of York County, VA.  
York County School Board  
302 Dare Road  
Yorktown, Virginia 23692

**Sealed Proposals Will Be Received Until Wednesday March 16, 2016 at 4:00pm.**

**NOTE: Three (3) copies** of your Proposal are required. All Inquiries For Information Should Be Directed To: Victor Robinson, Buyer, Telephone: (757) 890-3680. (victor.robinson@yorkcounty.gov)

**SEND PROPOSALS DIRECTLY TO THE ISSUING AGENCY SHOWN ABOVE.**

In Compliance With This Request For Proposal, The Undersigned Offers To Provide The Requested Service(s) Shown in the Attached/Enclosed (A signed Letter of Transmittal may be substituted for this cover page).

Name and Address of Offeror:

\_\_\_\_\_ Date: \_\_\_\_\_

\_\_\_\_\_ By: \_\_\_\_\_  
Signature In Ink

\_\_\_\_\_ Type/Print Name: \_\_\_\_\_

Telephone No.: (\_\_\_\_) \_\_\_\_\_ Title: \_\_\_\_\_

E-mail Address: \_\_\_\_\_ Federal Tax ID#: \_\_\_\_\_

State Corporation Commission (SCC) # \_\_\_\_\_

**1. PURPOSE:**

The purpose of the Request for Proposals is to secure a Provider to provide consultation on the medical aspects of adolescent sleep patterns to the various stakeholders of the York County School Division, including community members. Information ascertained from this consultation will be used to inform next steps.

**2.0 SCOPE OF WORK:**

- a. Conduct an analysis of current medical research and the latest literature regarding adolescent biology, circadian rhythms and the impact of sleep loss on academic and athletic performance, mood and health, driving safety and work productivity
- b. Provide a detailed report on the review of background information and the analysis of research in an electronic format utilizing Microsoft Word
- c. Provide a review and catalogue case studies pertaining to approaches for implementing later start times for public high schools within the past five years, including the associated costs and implications of changing school start times
- d. Provide research-based responses to myths and public misconceptions related to school start times
- e. Conduct an analysis of the academic performance of public high schools that changed school start times within the past five years, including a detailed report
- f. Collaborate with division staff on the development and implementation of a stakeholder engagement plan
- g. Develop and provide educational materials regarding adolescent sleep patterns for posting on division website
- h. Develop and provide presentation materials for stakeholder informational sessions on adolescent sleep patterns
- i. Conduct 10 stakeholder informational sessions in collaboration with division staff, two in each school zone, for a total of eight, as well as sessions for school board members and central office staff
- j. Complete the Study and Report Phase, Scope of Work items a-e, no later than (5) five months after execution of the Professional Services Agreement
- k. Complete the Stakeholder Engagement Phase, Scope of Work items f-k, no later than (10) ten months after the execution of the Professional Services Agreement

**3.0 PAYMENTS:**

The Owner shall pay to the Offeror the lump sum fee as negotiated for each phase of the services provided according to the following schedule. . Payment shall be made upon completion of each phase (see the following example).

Study and Report Phase	50%
Scope of Work – Items a - e	
Stakeholder Engagement Phase	50%
Scope of Work, Items f-k	
	<hr/>
	100%

#### 4.0 GENERAL TERMS AND CONDITIONS:

##### 4.1 USE OF OWNER FORM:

All responses to a Request for Proposal (RFP) may be on the Offeror's letterhead or form. Response to this RFP should address all aspects of the request and must include a signature of the Offeror. All offers must be submitted in a sealed envelope plainly marked using the RFP number, date and time. Offerors should expressly address issues indicated by the evaluative criteria, Section 6.0.

##### 4.2 OPENING DATE/TIME:

Bids and amendments thereto, or withdrawal of bids submitted, if received by the Owner after the date and time specified for scheduled opening, will not be considered. It will be the responsibility of the Offeror to see that its proposal is in this office by the specified time and date. There will be no exceptions. Date of postmark will not be considered. Phone or telegraphic bids (including FAX) will not be accepted.

##### 4.3 INCONSISTENCIES IN CONDITIONS:

In the event there are inconsistencies between the General Terms and Conditions and the Special Terms and Conditions, if any, and/or other schedules contained herein, the latter two shall take precedence.

##### 4.4 CLARIFICATION OF TERMS:

If any prospective Offeror has questions about the specifications or other solicitation documents, the prospective Offeror should contact the buyer whose name appears on the face of the solicitation. Any revisions to the solicitation will be made only by written addendum issued by the Owner.

##### 4.5 ETHICS IN PUBLIC CONTRACTING:

By submitting their bids, all Offerors certify that their proposals are made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other Offeror, supplier, manufacturer or subcontractor in connection with their proposal, and that they have not conferred on any public employee having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, services or anything of

more than nominal value, present or promised unless consideration of substantially equal or greater value was exchanged.

4.6 ANTI-DISCRIMINATION:

By submitting its bids or proposals, Offeror certifies to the Owner that it will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Act of 1975, as amended, and Section 2.2-4311 of the Virginia Public Procurement Act which provides:

In every contract over \$10,000, the provisions of a. and b. below apply:

- a. During the performance of this Contract, the Offeror agrees as follows:

The Offeror will not discriminate against any employee or applicant for employment because of race, religion, color, sex or national origin, age, disability, status as a service disabled veteran, or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the Offeror. The Offeror agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause. Offeror, in all solicitations for advertisements for employees placed on behalf of Offeror, will state that Offeror is an equal opportunity employer. Notices, advertisements and solicitations placed in accordance with Federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.

- b. Offeror will include the provisions of a. above in every subcontract or purchase order over \$10,000, so that the provisions will be binding upon each subcontractor or Provider.
- c. In accordance with §2.2-4343.1 of the Code of Virginia, et. seq., the Owner shall not (i) discriminate against a faith-based organization as defined in Code of Virginia section 2.2-4343.1(B) on the basis of the organization's religious character or (ii) impose conditions that (a) restrict the religious character of the faith-based organization, except as provided in subsection F of section 2.2-4343.1 the Code of Virginia, or (b) impair, diminish, or discourage the exercise of religious freedom by the recipients of such goods, services, or disbursements.

**4.7 IMMIGRATION REFORM AND CONTROL ACT OF 1986:**

By signing this proposal, the Offeror certifies that it does not and will not during the performance of this contract violate the provisions of the Federal Immigration Reform and Control Act of 1986, which prohibits employment of illegal aliens.

**4.8 INDEMNITY AGREEMENT:**

Provider and all subcontractors shall bear all loss, expense (including reasonable attorney's fees) and damage from any cause whatsoever arising out of, incidental to, or in connection with the performance of the contract and shall indemnify the County School Board of York County, Virginia, its agents, officers and employees against and save the County School Board of York County, Virginia, its agents, officers and employees harmless from all claims, demands, and judgments made or recovered against the County School Board of York County, Virginia because of bodily injuries, including death, at any time resulting therefrom and/or because of damage to property, from any cause whatsoever, arising out of, incidental to, or in connection with the performance of the contract whether or not due to any act of its or their employees, servants or agents and whether or not due to any act of omission or commission, including negligence, but excluding sole negligence of the County School Board of York County, Virginia, its agents, officers and employees. Compliance by the Provider with the insurance provision hereof shall not relieve Provider from liability under this provision.

Provider and all subcontractors guarantee to save the County School Board of York County, Virginia, its agents, officers and employees, harmless from liability of any nature or kind for use of any copyrighted or un-copyrighted composition, secret process, patented or unpatented invention, articles or appliances furnished or used in the performance of the contract, or which the Provider is not the patentee, assignee or licensee.

Should Provider, its employees, servants or agents (including subcontractors) use any of the County School Board of York County, Virginia's equipment, tools, employees, or facilities, such will be gratuitous and Provider shall release the County School Board of York County, Virginia, its agents, officers and employees, from and indemnify and save harmless the County School Board of York County, Virginia, its agents, officers and employees, from and against any claims for property damage, bodily injury and personal injury, including death, arising out of the use of any such equipment, tools, employees, or facilities, whether or not based upon the condition thereof or any alleged negligence of the County School Board of York County, Virginia in permitting the use thereof.

5.0 INFORMATION FOR OFFERORS RESPONDING TO REQUEST FOR PROPOSAL:

- 5.1 Award will be made to the most responsible and responsive Offeror in accordance with the procedures set out in Section 8.0, below.
- 5.2 Acceptance of a proposal by the Owner is not an order to proceed.
- 5.3 All proposals must be signed with the offeror's name and by a responsible officer or employee. Obligations assumed by such signature must be fulfilled. In the case of a Corporation, the title of the officer signing must be stated and each officer must be duly authorized. In the case of a partnership, the signature of at least one of the partners must follow the offeror's name using the term "member of the firm" or "general partner." In the case of a limited liability company, the bid must be signed by the manager (if any) or by a member.
- 5.4 Verify your proposals before submission as they cannot be withdrawn or corrected after being opened.
- 5.5 If you do not offer, return the cover sheet and state reason. Otherwise your name may be removed from our mailing list.
- 5.6 All prices and quotations must be in ink or typewriter. No erasives permitted. Mistakes may be crossed out and corrections made in ink adjacent and must be initialed and dated in ink by the person signing the proposal.
- 5.7 The Owner reserves the right to reject any and all Proposals in whole or in part and to waive any informality or technical defects if, in its judgement, the best interest of Owner will be served.
- 6.0 EVALUATIVE CRITERIA:  
The following evaluative criteria will be used in the review of proposals submitted as a result of this solicitation:

6.1 RFP1983 Consultation on Medical Aspects of Adolescent Sleep Patterns**EVALUATION SCORESHEET**

Offeror: \_\_\_\_\_

Criteria Element	Weight	Amount
1. Familiarity with consult type and experience in the study of Medical Aspects of Adolescent Sleep Patterns.	20	
2. Demonstrated ability and capacity of offeror to conduct an analysis of current medical research and literature regarding adolescent sleep patterns	10	
3. Documentation of quality of prior work in the Commonwealth of Virginia, including the planning, design, study, of informational and training programs	10	
4. Profiles of the personnel in the firm, to include prior experience in research and study of adolescent sleep patterns in Virginia and the United States.	10	
5. Demonstrated ability to perform or provide the service on time.	15	
6. Experience, qualifications and credentials of the Offeror's professionals and staff to be assigned to the study/project, including experience in Medical Aspects of Adolescent Sleep Patterns.	15	
7. Proximity of Offeror's office or branch office to Yorktown, Virginia.	10	
8. Completeness and professional quality of proposal submitted.	10	

TOTAL

## 7.0 SPECIAL TERMS AND CONDITIONS:

7.1 Only offerors with previous experience in providing this type of services are requested to submit proposals. Three (3) copies of your proposal will be required for use by the Evaluation Committee.

7.2 Upon successful completion of negotiations with the Owner as set out in Section 8.0, below, the Firm must complete all required formalities related to executing the Agreement (obtaining the certificate(s) of insurance, obtaining the corporation board's resolution, if applicable, authorizing execution of the Agreement, and execution of the Agreement itself) within five (5) working days of receiving the final Agreement document from the Owner. The certificate of insurance, corporation board resolution and executed copies of the Agreement must be delivered to the Central Purchasing Division on the sixth (6th) working day after the Offeror receives the final draft of the Agreement from the Central Purchasing Division.

## 7.3 INSURANCE:

The Offeror shall carry insurance in the amount specified below, including the Contractual Liability assumed by the Offeror and shall deliver certificates of Insurance from carriers acceptable to the Owner specifying such limits, along with a proper endorsement naming the County School Board of York County, Virginia, it's Officers, Agents, and employees as Additional Insured, with primary status, without participation from the County School Board of York County, Virginia insurers (on Form No.GL-20-10, or its equivalent) on The General Liability policy(s). The provisions of this paragraph shall be deemed included in the contract as if fully set out therein. Further, the successful Provider agrees they shall immediately notify, in writing the Owner of any changes, modifications, and/or termination of any insurance coverage and/or policies required by the resulting contract.



Worker's Compensation and Employer's Liability

Coverage A - Statutory Requirement

Coverage B - \$100,000/ \$500,000

Comprehensive Automobile Liability, including Owned, Non-Owned Hired Car Coverage.

Limits of Liability \$500,000 Per Occurrence Bodily Injury or Property Damage.

Comprehensive General Liability

Limits of Liability - \$1,000,000 Per Occurrence Bodily Injury or Property Damage.

Contractual Liability includes the Contractual liability assumed hereunder.

Completed Operations Insurance, to remain in full effect until the date of acceptance of the project by the Owner.

Professional Liability Insurance

Unless waived by the School Division, the limit shall be a minimum of \$1,000,000

8.0 AWARD OF CONTRACT:

Two or more Offerors deemed to be fully qualified and best suited among those submitting proposals will be identified on the basis of the evaluative criteria stated in Section 6.0 of this Request for Proposal.

Repetitive informal interviews shall be permissible wherein Offerors are encouraged to elaborate on their qualifications, performance data, and staff expertise pertinent to the proposed services, as well as alternate concepts.

At the conclusion of discussions as outlined above, on the basis of evaluative criteria published in this RFP and all information developed in the selection process to this point, the Evaluation Committee shall select, in the order of preference, two or more Offerors whose professional qualifications and proposed services are deemed most meritorious.

Negotiations will then be conducted beginning with the Offeror ranked first. If an Agreement which is satisfactory and advantageous to the Owner can be negotiated at a price considered fair and reasonable, the award will be made to that Offeror. Otherwise, negotiations with the Offeror ranked first will be formally terminated and negotiations conducted with the Offeror ranked second, and so on until an Agreement can be negotiated at a fair and reasonable price.

Should the Evaluation Committee determine in writing and in its sole discretion that only one Offeror is fully qualified, or that one Offeror is clearly more highly qualified and suitable than the others under consideration, an Agreement may be negotiated and awarded to that Offeror. (Code of Virginia, 2.2-4301). At any time during the negotiations, the Purchasing Office may terminate all negotiations and re-advertise the requirement.

9.0 AVAILABILITY OF FUNDS:

It is understood and agreed between the parties herein that Owner shall be bound hereunder only to the extent of the funds available or which may hereafter become available for the purpose of this RFP and any resulting contract.

10.0 DEFAULT:

In the event of a default by Offeror, the Owner reserves the right to procure the goods and/or services from other sources, and hold the Offeror liable for any excess cost occasioned thereby. If, however, public necessity requires the use of materials or supplies not conforming to the specifications, they may be accepted and payment therefor shall be made at a proper reduction in price.

11.0 CLAIMS:

Disputes and claims arising under this agreement shall be processed pursuant to Va. Code Section 15.2-1245 through 15.2-1248 applied to the Owner *mutatis mutandis*. The Owner shall give its final decision on any claim of the Offeror within sixty (60) days of the date the claim is submitted to the Clerk of the governing Board of Owner.

12.0 CONTRACT:

The written Agreement under which the Offeror will provide services to the Owner shall be in the form of the attached sample Professional Services Agreement. The final conditions of the resulting Agreement shall be negotiated between the Owner and the Offeror. Fee(s) for service is the primary matter for negotiation.

Any objections to the terms of the Proposed Contract included in the RFP must be brought to the attention of the buyer responsible for the RFP within 10 days of the award of the Contract or they are deemed waived.

**SCC REGISTRATION REQUIRED:**

- 13.0 Offeror is organized as a stock or nonstock corporation, a limited liability company, a business trust, or a limited partnership, or is registered as a registered limited liability partnership, Offeror must be authorized to transact business in the Commonwealth as a domestic or foreign business entity if so required by Title 13.1 or Title 50 of the Code of Virginia, or as otherwise required by law. If Offeror allows its existence to lapse, or its certificate of authority or registration to transact business in the Commonwealth of Virginia to expire, or be revoked or cancelled, such will deemed an act of default enabling Owner to all remedies for default, including but not limited to revocation of this contract/agreement.

State Corporation Commission (SCC) Number \_\_\_\_\_

14.0 **Applicable Policy:**

This solicitation is subject to the provisions of the County of York, Virginia, Procurement Policy (Ordinance No. 12-13[R] effective September 19, 2012), and any revisions thereto.

15.0 **PERMITS, LICENSES AND REGULATIONS:**

The Offeror shall be responsible obtaining all necessary permits, professional licenses and the appropriate business licenses within the location of its business address, if so required by the laws of such jurisdiction, and shall upon request provide copies of such licenses to the Owner. Offeror shall be responsible for abiding by all applicable local, state, and federal laws and regulation.

16.0 **Changes/Additional Services:**

The Owner may, from time to time, require changes in the scope of the services of the Offeror to be performed hereunder. Such changes, which are mutually agreed upon by and between the Owner and Offeror, shall be incorporated in written amendments to this Agreement. No such changes shall be binding on either party unless in writing and signed by both parties

- 17.0 **Certifications:** In accordance with Virginia Code Section 22.1 - 296.1, Offeror shall certify that they or any of their employees who will provide services under any resulting contract and who will be in direct contact with York County School Division students: have not been convicted of a felony or any offense involving the sexual molestation or physical or sexual abuse or rape of a child.

For purposes of this requirement, “direct contact with students” means being in the presence of students on school property during regular school hours or during school-sponsored activities.

Any person making a materially false statement regarding any such offense shall be guilty of a Class 1 misdemeanor and, upon conviction, the fact of such conviction shall be grounds for the revocation of the contract to provide such services and, when relevant, the revocation of any license required to provide such services.

The Company Certification should be completed in its entirety. Any person, employee, subcontractor, agent, officer, owner or shareholder of the corporation, offeror or partnership who will provide services under a resulting contract and who will be in direct contact with York County School Division students shall meet the certification requirements.

Please note that this certification shall be binding throughout the contract period and the contractor shall provide the York County School Division with immediate notice of any event which renders their certifications untrue.

#### 18.0 DRUG-FREE WORKPLACE:

During the performance of this contract, the contractor agrees to (i) provide a drug-free workplace for the contractor’s employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the contractor’s workplace and specifying the actions that will be taken against employees for violations of prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the contractor that the contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or Provider.

For the purposes of this subsection, a “drug-free workplace” means a site for the performance of work done in connection with a specific contract awarded to a contractor in accordance with this subsection, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.

#### 19.0 Tuberculosis screening:

Provider shall certify that it or any of its employees who will provide services under this Agreement and who will be in direct contact with students on school property during regular school hours or during school sponsored activities have successfully completed a Tuberculosis (TB) screening and/or been deemed negative for a TB Skin Test.

**20.0 Invoices:**

The Provider will be paid upon presentation of an invoice to the Chief Operations Officer, detailing the scope of services, including the dates for which compensation is sought. Payment shall be made within thirty (30) days from receipt of invoice, provided the Board shall determine that all required services have been rendered competently and satisfactorily. The parties agree that no tax withholdings of any type will be made by the Board from any payment.

**21.0 Termination of Agreement:**

a. If, for any reason, Vendor shall fail to fulfill in a timely and proper manner its obligations under this Agreement, the Owner shall thereupon have the right to terminate this Agreement by giving written notice to Owner of such termination and specifying the effective date thereof. In the event of a default by Vendor, the Board reserves the right to procure the services from other sources, and hold the Vendor liable for any excess cost occasioned thereby. If, however, public necessity requires the use of services not conforming to the specifications, they may be accepted and payment therefore shall be made at a proper reduction in price.

b. The Owner and Vendor agree that this Agreement may be terminated by the Owner in its discretion, without cause, in the event that the funding for this service is terminated or the need for this service no longer exists. In such event the Owner in its discretion may require Vendor to provide services until funding on hand has been exhausted or until that time in which the service is no longer required. The Owner and the Vendor agree that this Agreement shall be deemed terminated upon the failure of the Owner to appropriate funds necessary for the payment of Vendor's compensation or for any other purpose related to this Agreement.

c. In the event this Agreement shall be terminated for any reason, the Owner shall be obligated to pay Vendor only for those services which have actually been rendered by Vendor, through the date of termination. All such data and work related to the project shall be delivered to Owner upon cancellation or termination of this Agreement.

SERVICES CONTRACT  
AGREEMENT TO PROVIDE  
PROFESSIONAL SERVICES  
TO  
COUNTY SCHOOL BOARD OF YORK COUNTY, VIRGINIA

Agreement No. \_\_\_\_\_

This AGREEMENT entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2016, by and between the County School Board of York County, Virginia (hereinafter the “Board”), and \_\_\_\_\_, (hereinafter “Provider”).

W I T N E S S E T H:

WHEREAS, the Board has the need for Provider to provide consultation on the medical aspects of adolescent sleep patterns to the various stakeholders of the York County School Division.

WHEREAS, the Provider is knowledgeable, experienced and capable of providing such services.

NOW, THEREFORE, the parties hereto mutually agree as follows:

1. Employment of Provider: The Board agrees to engage the Provider and the Provider hereby agrees to provide professional services as requested by the Board’s Chief Operations Officer. The parties agree that Provider is retained as an independent contractor and not as an employee of the Board and the parties agree that the services to be provided to this Agreement shall be provided “exclusively by \_\_\_\_\_ staff.”

2. Scope of Services: The Provider shall do, perform and carry out in a competent and professional manner, and to the satisfaction of the Board's Chief Operations Officer, professional services as listed on "Exhibit 1" (one page), attached hereto and incorporated herein.

3. Time of Performance: The services to be performed hereunder by Provider shall begin and end in accordance with the timeframe specified in the Request for Proposal (RFP1983), section 2.0 Scope of Work.-- items:

(j) Complete the Study and Report Phase, Scope of Work of items a-e, no later than

(5) five months after execution of the Professional Services Agreement

unless extended by mutual written amendment.

(k) Complete the Stakeholder Engagement Phase, Scope of Work items f-k,

no later than (10) ten months after the execution of the Professional Services Agreement.

4. Compensation: The Board, subject to the continued and adequate appropriation of funds, agrees to pay Provider for services rendered pursuant to this Agreement on a schedule as listed on "Exhibit 2", attached hereto, to be made in two payments as set out in Request for Proposals and in paragraph 5 below, to the Provider for performing the services identified in Paragraph 2 above and on Exhibit 1. Provider agrees to render all services provided for herein for the said rates. Provider shall be entitled to no benefits or remuneration other than as provided for in this paragraph.

5. Method of Payment: The Provider will be paid upon presentation of an invoice to the Chief Operations Officer, detailing the scope of services, including the dates for which compensation is sought. Payment shall be made within thirty (30) days from receipt of invoice, provided the Board shall determine that all required services have been rendered competently and satisfactorily. The parties agree that no tax withholdings of any type will be made by the Board from any payment.

6. Changes: The Board may, from time to time, require changes in the scope of the services of the Provider to be performed hereunder. Such changes, if mutually agreed upon by and between the Board and the Provider, shall be incorporated in written amendments to this Agreement. No such changes shall be binding on either party unless in writing and signed by both parties.

7. Services and Materials to be Furnished by the Board: The Board shall furnish the Provider with all information, data, and material pertinent to the execution of this Agreement, to the extent such is reasonably necessary and is in the Board's custody and control. The Board shall cooperate with the Provider in carrying out the services herein and shall provide adequate staff coordination and support to Provider.

8. Termination of Agreement:

a. If, for any reason, Provider shall fail to fulfill in a timely and proper manner its obligations under this Agreement, the Board shall thereupon have the right to terminate this Agreement by giving written notice to Provider of such termination and specifying the effective date thereof. In the event of a default by Provider, the Board reserves the right to procure the services from other sources, and hold the Provider liable for any excess cost occasioned thereby. If, however, public necessity requires the use of services not conforming to the specifications, they may be accepted and payment therefore shall be made at a proper reduction in price.

b. The Board and Provider agree that this Agreement may be terminated by the Board in its discretion, without cause, in the event that the funding for this service is



terminated or the need for this service no longer exists. In such event the Board in its discretion may require Provider to provide services until funding on hand has been exhausted or until that time in which the service is no longer required. The Board and the Provider agrees that this Agreement shall be deemed terminated upon the failure of the Board to appropriate funds necessary for the payment of Provider's compensation or for any other purpose related to this Agreement.

c. In the event this Agreement shall be terminated for any reason, the Board shall be obligated to pay Provider only for those services which have actually been rendered by Provider, through the date of termination.

9. Records and Inspections: The Provider shall maintain full and accurate records with respect to all matters covered under this Agreement. The Board shall have free access at all proper times to such records, and shall have the right to examine and audit same and to make transcripts therefrom, and to inspect all program data, documents, proceedings and activities.

10. Accomplishment of Project: In accomplishing the services, Provider shall take such steps as are appropriate to ensure that services are properly rendered. Provider shall coordinate all services with the Board's Chief Operations Officer.

11. School Board Policies: Provider agrees to observe and to be bound by all applicable Board policies and directives including, but not limited to, the Board's policies and directives as they apply to teacher-pupil relationships and all other aspects of Provider's performance of the services herein agreed to.

12. Completeness of Agreement: This Agreement and any additional or supplementary document or documents incorporated herein by specific reference contain all of the terms and conditions agreed upon by the parties hereto, and no other agreements, oral or otherwise, regarding the subject matter of this Agreement or any part thereof shall have any validity or bind any of the parties hereto. No changes or amendments to this Agreement shall be binding on either party unless reduced to writing expressly referencing this Agreement and signed by both parties.

13. Licenses: Provider warrants that it and any consultant who shall provide services pursuant to the Agreement shall obtain and maintain the appropriate professional licenses and the appropriate business licenses, either within York County or within the location of its business address, if so required by the laws of such jurisdiction, and shall upon request provide copies of any such licenses to the Board. Provider shall be responsible for abiding by all applicable local, state and federal laws and regulations.

14. Personnel: All of the services required hereunder shall be performed by the Provider and may not be delegated to any other person without the express written consent of the Board.

15. Confidentiality: Provider shall comply with all federal, state and local statutes dealing with confidentiality.

16. Expert Opinions: Provider understands and agrees that it is providing consultative expertise and opinions to the Board in exchange for compensation and that the opinions and professional judgments made by Provider as a consequence of this Agreement and engagement are to be used for the exclusive benefit of the Board, unless and only in the event the Board provides written consent otherwise.

17. Indemnification: Provider and all subcontractors shall bear all loss, expense (including reasonable attorney's fees) and damage from any cause whatsoever arising out of, incidental to, or in connection with the performance of the contract and shall indemnify the County School Board of York County, Virginia, its agents, officers and employees against and save the County School Board of York County, Virginia, its agents, officers and employees harmless from all claims, demands, and judgments made or recovered against the County School Board of York County, Virginia because of bodily injuries, including death, at any time resulting therefrom and/or because of damage to property, from any cause whatsoever, arising out of, incidental to, or in connection with the performance of the contract whether or not due to any act of its or their employees, servants or agents and whether or not due to any act of omission or commission, including negligence, but excluding sole negligence of the County School Board of York County, Virginia, its agents, officers and employees. Compliance by the Provider with the insurance provision hereof shall not relieve Provider from liability under this provision.

Provider and all subcontractors guarantee to save the County School Board of York County, Virginia, its agents, officers and employees, harmless from liability of any nature or kind for use of any copyrighted or un-copyrighted composition, secret process, patented or unpatented invention, articles or appliances furnished or used in the performance of the contract, or which the Provider is not the

patentee, assignee or licensee.

Should Provider, its employees, servants or agents (including subcontractors) use any of the County School Board of York County, Virginia's equipment, tools, employees, or facilities, such will be gratuitous and Provider shall release the County School Board of York County, Virginia, its agents, officers and employees, from and indemnify and save harmless the County School Board of York County, Virginia, its agents, officers and employees, from and against any claims for property damage, bodily injury and personal injury, including death, arising out of the use of any such equipment, tools, employees, or facilities, whether or not based upon the condition thereof or any alleged negligence of the County School Board of York County, Virginia in permitting the use thereof.

18. Insurance: Provider shall at its own expense carry insurance in the amounts specified below, including the Contractual Liability assumed by Provider and shall deliver certificates of insurance from carriers acceptable to the Board specifying such limits, along with a proper endorsement naming the "County School Board of York County, Virginia, its Officers, Agents and Employees" as Additional Insured on a primary basis (Form No. GL-20-10), on the General Liability Policy (such additional insured status shall be primary without participation by Board's insurers).

Further, the Provider agrees they shall immediately notify, in writing, the Board of any changes, modifications, and/or termination of any insurance coverages and/or policies required by this Agreement.

Worker's Compensation and Employer's Liability

Coverage A - Statutory Requirement

Coverage B - \$100,000; \$100,000; \$500,000

Comprehensive Automobile Liability, including Owned, Non-Owned Hired Car Coverage.

Limits of Liability - \$500,000 Per Occurrence Bodily Injury or Property Damage.

General Liability

Limits of Liability - \$1,000,000 Per Occurrence Bodily Injury or Property Damage.

Contractual Liability includes the Contractual liability assumed hereunder.

Completed Operations Insurance, to remain in full effect until the date of acceptance of the project by the Board.

Professional Liability

Limits of Liability - \$1,000,000 Per Occurrence

19. Notice: Any notice required to be provided to any party to this Agreement shall be in writing and shall be considered effective as of the date of the deposit with the United States Postal Service by certified or registered mail, postage prepaid, return receipt requested and addressed to the party as follows:

**Board**

County School Board of York County, VA

Dr. Carl L. James

Chief Operations Officer

302 Dare Road

Yorktown, VA 23690

20. Applicable Law: This Agreement and all of its terms, covenants, and conditions shall be construed, interpreted, and enforced under the laws of the Commonwealth of Virginia. Any legal or equitable action brought by either party to enforce this Agreement, or any part thereof, or otherwise arising out of this Agreement, shall be initiated and maintained in the Circuit Court of York County, Virginia.

21. Severability: If any term, covenant or condition of the Agreement shall be found by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Agreement shall not be affected thereby, and each term, covenant and condition of this Agreement shall be valid and shall be enforced to the extent permitted by law.

22. Headings: The headings used in this Agreement are for convenience only and are not to be construed to have legal significance.

23. Board Not Obligated to Third Parties or to Providers Employees or Agents: The Board shall not be obligated or liable hereunder to any party other than Provider. Provider employees and agents shall not be deemed employees of the Board for any purpose, and the Board shall have no obligation to Providers employees except as may be set forth explicitly in this Agreement. All compensation for Providers employees and agents (including workers compensation insurance coverage) shall be provided by Provider.

24. Certifications: In accordance with Virginia Code Section 22.1-296.1, all contractors shall certify that they or any of their employees who will provide services under any resulting contract and who will be in direct contact with York County School Division students:

1) have not been convicted of a felony or any offense involving the sexual molestation or physical or sexual abuse or rape of a child.

For purposes of this requirement, “direct contact with students” means being in the presence of students on school property during regular school hours or during school-sponsored activities.

Any person making a materially false statement regarding any such offense shall be guilty of a Class 1 misdemeanor and, upon conviction, the fact of such conviction shall be grounds for the revocation of the contract to provide such services and, when relevant, the revocation of any license required to provide such services.

The Company Certification should be completed in its entirety. Any person, employee, subcontractor, agent, officer, owner or shareholder of the corporation, firm or partnership who will provide services under a resulting contract and who will be in direct contact with York County School Division students shall meet the certification requirements.

Please note that this certification shall be binding throughout the contract period and the contractor shall provide the York County School Division with immediate notice of any event which renders their certifications untrue. Additionally, Provider shall certify that it or any of its employees who will provide services under this Agreement and who will be in direct contact with students on school property during regular school hours or during school sponsored activities have successfully completed a Tuberculosis (TB) screening and/or been deemed negative for a TB Skin Test.

25. Claims: Disputes and claims arising under this agreement shall be processed pursuant to Virginia code Sections 15.2-1245 through 15.2-1248 applied to the Board *mutatis mutandis*. The Board shall give its final decision on any claim of the Provider within sixty (60) days of the date the claim is submitted to the Clerk of the governing board. Any further legal or equitable action brought by either party to enforce this Agreement, or any part thereof, or otherwise arising out of this Agreement, shall be initiated and maintained in the Circuit Court of York County.

26. State Corporation Commission Registration: If Provider is organized as a stock or non-stock corporation, a limited liability company, a business trust, or a limited partnership, or is registered as a registered limited liability partnership, Provider must be authorized to transact business in the Commonwealth as a domestic or foreign business entity if so required by Title 13.1 or Title 50 of the Code of Virginia, or as otherwise required by law. If Provider allows its existence to lapse, or its certificate of authority or registration to transact business in the Commonwealth of Virginia to expire, or be revoked or cancelled, such will be deemed an act of default enabling Owner to all remedies for default, including but not limited to revocation of this Agreement.

State Corporation Commission (SCC) Number \_\_\_\_\_



IN WITNESS WHEREOF, the Board and Provider have executed this Agreement  
as of the date first written above.

By: \_\_\_\_\_

Type/Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

COUNTY SCHOOL BOARD OF YORK COUNTY, VA

By: \_\_\_\_\_

Type/Print Name: \_\_\_\_\_

Title: \_\_\_\_\_ Division Superintendent

Approved as to form:

\_\_\_\_\_

COUNTY ATTORNEY

**Exhibit 1 -****SCOPE OF PROFESSIONAL SERVICES**

1. Conduct an analysis of current medical research and the latest literature regarding adolescent biology, circadian rhythms and the impact of sleep loss on academic and athletic performance, mood and health, driving safety and work productivity
2. Provide a detailed report on the review of background information and the analysis of research in an electronic format utilizing Microsoft Word
3. Provide a review and catalogue case studies pertaining to approaches for implementing later start times for public high schools within the past five years, including the associated costs and implications of changing school start times
4. Provide research-based responses to myths and public misconceptions related to school start times
5. Conduct an analysis of the academic performance of public high schools that changed school start times within the past five years, including a detailed report
6. Collaborate with division staff on the development of a stakeholder engagement plan
7. Develop and provide educational materials regarding adolescent sleep patterns for posting on division website
8. Develop and provide presentation materials for stakeholder informational sessions on adolescent sleep patterns
9. Conduct 10 stakeholder informational sessions in collaboration with division staff, two in each school zone, for a total of eight, as well as sessions for school board members and central office staff
10. Complete the Study and Report Phase no later than 5 months after execution of the Professional Services Agreement
11. Complete the Stakeholder Engagement Phase no later than ten months after execution of the Professional Services Agreement.

-

**- Exhibit 2 -**

The Owner shall pay to the Provider the lump sum fee as negotiated for each phase of the services provided according to the following schedule. Payment shall be made upon completion of each phase of the Scope of Work as specified in the Request for Proposals (RFP#19XX (see the following example).

Study and Report Phase	50%
Stakeholder Engagement Phase	50%

## COMPANY CERTIFICATION

The undersigned, on behalf of \_\_\_\_\_

*(insert company name)*

hereby certifies to the County School Board of York County, Virginia and York County School Division that any owner/shareholder of the company, any employee, or any subcontractor who will have **direct contact with students**:

- (A) Has not been convicted of a felony or any offense involving the sexual molestation, physical or sexual abuse or rape of a child; and
- (B) He/she has not been convicted of a crime of moral turpitude, except for the following:

\_\_\_\_\_  
 \_\_\_\_\_  
*(Here insert the date of conviction, the offense convicted of, the punishment/disposition and the court jurisdiction where the conviction occurred. If none, so state).*

**"Direct contact with students"** means being in the presence of students during regular school hours or during school sponsored activities (Code of Virginia § 22.1-296.1)

This certification is provided in accordance with the provisions of sec. 22.1-296.1 of the Code of Virginia.

I agree that this certification shall be binding throughout the contract period and I will provide the York County School Division with immediate notice of any event which renders this certification untrue. Additionally I agree to require any employee who is assigned to the performance of this contract after it is awarded, and who will have direct contact with students, to execute and deliver an individual certification prior to having any direct contact with the students. **Attached to this certification are the individual certifications for each employee/subcontractor having direct contact with students.**

Dated: \_\_\_\_\_

\_\_\_\_\_  
 Signature

\_\_\_\_\_  
 Printed Name and Title of Person Making Certification

**Note:** In accordance with Virginia Code § 22.1-296.1, any person making a materially false statement regarding any such offense shall be guilty of a Class 1 misdemeanor and, upon conviction, the fact of such conviction shall be grounds for the revocation of the contract to provide such services and, when relevant, the revocation of any license required to provide such services.

### For Office Use Only

Acknowledged by: \_\_\_\_\_ Date: \_\_\_\_\_

If Applicable:

Project Name: \_\_\_\_\_ PO #: \_\_\_\_\_